



ACCEPTABLE

USE

POLICY

Last Modified

December 6, 2003

address 7811 L Street
Omaha NE 68127
phone 402.697.1277

© CYZAP INC. 2003

fax 402.697.1343
e-mail info@cyzap.com
web www.cyzap.com

ACCEPTABLE USE POLICY

Cyzap™ is a provider of Internet access, web site hosting, application hosting, and other Internet-related services. Cyzap offers its customers (also known as subscribers), and their customers and users, the means to acquire and disseminate a wealth of public, private, commercial, and non-commercial information. Cyzap respects that the Internet provides a forum for free and open discussion and dissemination of information, however, when there are competing interests at issue, Cyzap reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, Cyzap has developed an Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each customer's respective service agreement and is intended as a guide to the customer's rights and obligations when utilizing Cyzap's services. This AUP will be revised from time to time. A customer's use of Cyzap's services after changes to the AUP are posted on Cyzap's web site, <http://www.cyzap.com>, will constitute the customer's acceptance of any new or additional terms of the AUP that result from those changes.

When subscribers obtain information through the Internet, they must keep in mind that Cyzap cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that subscribers may acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because Cyzap cannot monitor or censor the Internet, and will not attempt to do so, Cyzap cannot accept any responsibility for injury to its subscribers that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

When subscribers disseminate information through the Internet, they also must keep in mind that Cyzap does not review, edit, censor, or take responsibility for any information its subscribers may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, because the information they create is carried over Cyzap's network and may reach a large number of people, including both subscribers and non-subscribers of Cyzap, subscribers' postings to the Internet may affect other subscribers and may harm Cyzap's goodwill, business reputation, and operations. For these reasons, subscribers violate Cyzap policy and the service agreement when they, their customers, affiliates, or subsidiaries engage in the following prohibited activities:

- ☑ **Spamming** -- Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming"). It is harmful because of its negative impact on consumer attitudes toward Cyzap. It also has the potential of overloading Cyzap's network and disrupt service to Cyzap subscribers. When a complaint is received, Cyzap has the discretion to determine from all of the evidence whether the email recipients were from an "opt-in" email list.
- ☑ **Open Relay Mail Server** -- If you are using Cyzap's services to deploy and maintain your own mail server, please be advised that maintaining an open SMTP relay is prohibited. If our tests determine that your mail server is an open SMTP relay, we reserve the right to refuse service till the relay is closed.
- ☑ **Intellectual Property Violations** -- Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. Also, engaging in activity that violates privacy, publicity, or other personal rights of others. Cyzap is required by law to remove or block access to customer content upon receipt of a proper notice of copyright

infringement. It is also Cyzap's policy to terminate the privileges of customers who commit repeat violations of copyright laws.

- ☑ **Obscene Speech or Materials** -- Using Cyzap's network or systems to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material. Cyzap is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through Cyzap's network.
- ☑ **Defamatory or Abusive Language** -- Using Cyzap's network or systems as a means to transmit or post defamatory, harassing, abusive, or threatening language.
- ☑ **Forging of Headers** -- Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.
- ☑ **Illegal or Unauthorized Access to Other Computers or Networks** -- Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity) is prohibited.
- ☑ **Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities** -- Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mail-bombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment, is prohibited.
- ☑ **Facilitating a Violation of this AUP** -- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of pinging, flooding, mail-bombing, denial of service attacks, and piracy of software.
- ☑ **Export Control Violations** -- Exporting encryption software over the Internet or otherwise, to points outside the United States.
- ☑ **Usenet Groups** -- Cyzap reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.
- ☑ **Other Illegal Activities** -- Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.
- ☑ **Other Activities** -- Engaging in activities, whether lawful or unlawful, that Cyzap determines to be harmful to its subscribers, operations, reputation, goodwill, or customer relations.

The responsibility for avoiding the harmful activities just described rests primarily with the subscriber. Cyzap will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with Cyzap policy or applicable law. When Cyzap becomes aware of harmful activities, however, it may take any action to stop the harmful activity, including but not limited to, removing information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, it's network or systems, or take any other action it deems appropriate.

Cyzap is aware that many of its subscribers are, themselves, providers of Internet based services, and that information reaching Cyzap's facilities from those subscribers may have originated from a customer of the subscriber or from another third-party. Cyzap does not require its subscribers who offer Internet based services to monitor or censor transmissions or web sites created by customers of its subscribers. Cyzap has the right to directly take action against a customer of a subscriber. Also, Cyzap may take action against the Cyzap subscriber because of activities of a customer of the subscriber, even though the action may affect other customers of the subscriber. Similarly, Cyzap anticipates that subscribers who offer Internet based services will cooperate with Cyzap in any corrective or preventive action that Cyzap deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of Cyzap policy.

Cyzap makes no warranties regarding the privacy of on-line communications and web sites. As a matter of prudence, however, Cyzap urges its subscribers to assume that all of their on-line communications are insecure. Cyzap cannot take any responsibility for the security of information transmitted over Cyzap's facilities.

Cyzap will not intentionally monitor private electronic mail messages sent or received by its subscribers unless required to do so by law, governmental authority, or when public safety is at stake. Cyzap may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, Cyzap may disclose information, including but not limited to, information concerning a subscriber, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. Cyzap assumes no obligation to inform the subscriber that subscriber information has been provided and in some cases may be prohibited by law from giving such notice. Finally, Cyzap may disclose subscriber information or information transmitted over its network where necessary to protect Cyzap and others from harm, or where such disclosure is necessary to the proper operation of the system.

Cyzap expects that its subscribers who provide Internet based services to others will comply fully with all applicable laws concerning the privacy of on-line communications. A subscriber's failure to comply with those laws will violate Cyzap policy.

In signing the service agreement, subscribers indemnify Cyzap for any violation of the service agreement, law, or Cyzap policy that results in loss to Cyzap or the bringing of any claim against Cyzap by any third-party. This means that if Cyzap is sued because of a subscriber's or customer of a subscriber's activity, the subscriber will pay any damages awarded against Cyzap, plus costs and reasonable attorneys' fees.

Any complaints about a subscriber's violation of this AUP should be sent to abuse@cyzap.net.